

BIBIYAN LAW GROUP, P.C.

Sarah H. Cohen (Cal. Bar No. 330700)

sarah@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff ANTHONY PINEDA,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Ludwig, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTHONY PINEDA, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

LTIMINDTREE LIMITED, an India stock
corporation; LARSEN & TOUBRO
LIMITED; an India stock corporation; and
DOES 1 through 100, inclusive,
Defendants.

CASE NO.: **26NNCV01150**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff ANTHONY PINEDA (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against LTIMINDTREE
7 LIMITED, an India stock corporation, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“LTIMINDTREE”), and LARSEN & TOUBRO LIMITED, an India
9 stock corporation, and any of its respective subsidiaries or affiliated companies within the State of
10 California (“LARSEN & TOUBRO”) (hereinafter, collectively, “Defendants”) as a proxy of the
11 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
12 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
13 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
14 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510,
15 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802,
16 2699, Government Code section 12952, as well as applicable Wage Orders, Plaintiff seeks to
17 represent all current and former employees that worked for Defendants during the PAGA Period.
18 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
19 former employees that worked for Defendants during the PAGA Period. Collectively, these
20 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
21 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
22 the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff ANTHONY PINEDA is a resident of the State of California. At all relevant
25 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Senior Desktop Support
27 Analyst with duties that included, but were not limited to, managing end-to-end user support for
28 desktop computers. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff

1 ANTHONY PINEDA worked for Defendants from approximately August of 2022 through
2 approximately May of 2025.

3 3. Plaintiff is informed and believes and based thereon alleges that defendant
4 LTIMINDTREE is, and at all times relevant hereto was, an India stock corporation doing business
5 in the County of Los Angeles, State of California. At all relevant times herein, LTIMINDTREE
6 employed Plaintiff and Aggrieved Employees within the State of California.

7 4. Plaintiff is informed and believes and based thereon alleges that defendant LARSEN
8 & TOUBRO is, and at all times relevant hereto was, an India stock corporation organized and
9 existing and doing business in the County of Los Angeles, State of California. At all relevant times
10 herein, LARSEN & TOUBRO employed Plaintiff and Aggrieved Employees within the State of
11 California.

12 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
14 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
15 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
16 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
17 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
18 the defendants designated hereinafter as DOES when such identities become known.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
21 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
23 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
24 to "Defendants," it shall include LTIMINDTREE, LARSEN & TOUBRO, and any of their parent,
25 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
26 identified herein.

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

13 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
14 thereon alleges that Defendants, and each of them, are joint employers.

15 **JURISDICTION**

16 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
17 of Civil Procedure section 410.10.

18 11. Venue is proper in Los Angeles County, California pursuant to Code of Civil
19 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
20 causes of action complained of herein arose; the county in which the employment relationship
21 began; the county in which performance of the employment contract, or part of it, between Plaintiff
22 and Defendants was due to be performed; the county in which the employment contract, or part of
23 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
24 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
25 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
26 in Los Angeles County.

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1 conference process pursuant to section 2699.3(f).

2 19. In the event that Defendants, or either of them, is/are determined to have satisfied
3 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
4 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
5 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

6 20. In the event that Defendants, or either of them, is/are determined to have, prior to
7 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
8 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
9 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
10 section 2699(g)(1)-(3).

11 21. In the event that Defendants, or either of them is/are deemed to have adequately taken
12 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
13 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
14 Code section 2699(h)(1)-(3).

15 22. In the event, the LWDA and/or a court issued a finding or determination to the
16 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
17 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
18 any of them, would be subject to heightened penalties pursuant to Labor Code sections
19 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
20 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
21 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
22 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
23 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
24 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

25 **FACTUAL ALLEGATIONS**

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
27 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
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1 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
2 Employees were not receiving all wages owed for work that was required to be performed.

3 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
5 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
6 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
7 wages.

8 25. Upon information and belief, Defendants failed to accurately track and/or pay for all
9 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
10 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
11 including, without limitation, by requiring Plaintiff and Aggrieved Employees to suffer under
12 Employer's control due to, without limitation: to receive text messages and phone calls off from
13 management while off the clock, including on the weekends when he was not scheduled to work;
14 and to attend meetings while off the clock.

15 26. In addition, Defendants failed to include all forms of remuneration, including non-
16 discretionary bonuses, incentive pay, shift premiums, meal allowances, mask allowances, gift cards
17 and other forms of remuneration into the regular rate of pay during pay periods where overtime was
18 worked. Specifically, Plaintiff received pay for "Zone Allowance", however the overtime hours and
19 rates were not listed when "Zone Allowance" was present. .

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
22 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
23 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
24 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
25 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
26 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
27 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
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1 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
8 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
9 providing timely meal periods; failing to provide second meal periods; providing short meal periods,
10 including without, limitation meal periods that were recorded for less than thirty minutes; and
11 requiring that employees carry cellular telephones during meal periods. Plaintiff and other
12 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
13 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
14 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
15 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
16 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
17 believes that those premium payments under Labor Code section 226.7 were not made for these
18 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
19 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
20 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
21 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
22 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
23 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
24 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
28 including, without limitation, work over four-hour periods (or major fractions thereof) without

1 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
2 and complete ten-minute rest periods in which the employees are completely relieved of all of their
3 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
4 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
5 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
6 minutes; requiring that employees carry cellular telephones during rest periods; not providing rest
7 periods in a timely fashion; and not permitting employees to leave the premises. Plaintiff and other
8 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
10 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
11 was owed one hour of premium pay at their regular rate of pay for each day worked during the
12 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
13 those premium payments under Labor Code section 226.7 were not made, either, for these non-
14 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
15 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
16 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
17 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
18 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
21 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 30. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
26 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
27 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
28 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the

1 inclusive dates of the period for which the employee is paid; the name of the employee and only the
2 last four digits of their social security number or an employee identification number other than a
3 social security number; all deductions; all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
5 address of the employer, and other such information as required by Labor Code section 226,
6 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
7 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
8 Employees and the rates of pay at which they were or should have been paid (including due to failure
9 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
10 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
11 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
12 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
13 personally suffered these violations and was owed penalties under Labor Code section 226 for each
14 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
15 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
16 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
17 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
22 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
23 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
24 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
25 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
26 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
27 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
28 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each

1 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
2 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
3 and believes that those penalties under Labor Code section 203 were not made for these violations
4 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
5 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
6 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
7 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
8 Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 32. Plaintiff is informed and believes, and based thereon alleges that Defendants also
11 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
12 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and
13 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
14 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
15 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
16 Aggrieved Employees have personally suffered these violations and Defendants are liable to
17 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
18 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
19 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
20 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
21 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
22 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
25 time off and vacation time owed upon separation of employment as wages at their final rate of pay
26 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
27 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
28 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and

1 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
2 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
3 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
7 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
8 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
9 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
10 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
11 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
12 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
13 sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges, that
14 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
15 personally suffered these violations. As such, Defendants would be liable for civil penalties pursuant
16 to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
17 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore,
19 Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 35. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
22 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
23 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
24 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
25 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
26 the sick pay was not provided at the proper regular of pay as required under California law due to
27 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
28 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees

1 as contemplated under California and local laws, including, without limitation, under Labor Code
2 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
3 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
4 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
5 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
6 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
7 have personally suffered violations under these sections and Defendants would be liable for civil
8 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
9 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
10 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
11 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to
16 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
17 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
18 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and
19 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
20 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
21 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
22 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
23 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
24 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 37. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
2 payday designated by Defendants; the name of the employer, including any “doing business as”
3 names used by the employer; the physical address of the employer’s main office and the telephone
4 number of the employer; the name, address and telephone number of the workers’ compensation
5 insurance carrier; information regarding paid sick leave; and other pertinent information required to
6 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
7 Defendants’ failure to provide such information, including rates of pay that are in effect, has
8 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
9 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
10 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
11 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
12 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
13 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
14 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
16 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
18 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
19 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
20 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
21 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
22 purported non-solicitation agreements, purported confidentiality agreements, or purported release
23 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
24 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
25 to inform prospective employers of Defendants’ restrictions of Plaintiff’s and Aggrieved
26 Employees’ freedom to work. As a result, Plaintiff is informed and believes that Defendants violated
27 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
28 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that

1 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
2 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
3 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
4 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
5 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
6 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8 39. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
9 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
10 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
11 Employees pursuant to PAGA.

12 **FIRST AND ONLY CAUSE OF ACTION**

13 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

14 40. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
15 preceding paragraphs as though fully set forth hereat.

16 **Civil Penalties Under Labor Code § 210**

17 41. At all relevant times herein, Labor Code section 204, requires and required that:
18 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
19 between the 16th and 26th day of the month during which the labor was performed, and labor
20 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
21 between the 1st and 10th day of the following month.”

22 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
23 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
24 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
25 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
26 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
27 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
28 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

1 43. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
4 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
5 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
6 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
7 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
8 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
9 violation in connection with each payment that was made in violation of Labor Code section 204.

10 Civil Penalties Under Labor Code § 226.3

11 44. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
12 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
13 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
14 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

16 45. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
17 this section are in addition to any other penalty provided by law.”

18 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
20 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
21 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
22 address of each employer with whom they have been placed to work; all applicable hourly rates in
23 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
24 legal name of the employer; and other such information as required by Labor Code section 226,
25 subdivision (a).

26 47. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
27 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
28 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

4 48. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
5 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
6 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
7 penalty as follows:

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
9 pay period for which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages;

11 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to
13 an amount sufficient to recover underpaid wages;

14 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

15 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
17 regulating wages, hours and days of work described herein, including but not limited to Labor Code
18 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

19 50. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
21 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
22 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
23 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

24 Violation of Labor Code § 1174.5

25 51. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
26 required every person employing labor in California to “[a]llow any member of the commission or
27 the employees of the Division of Labor Standards Enforcement free access to the place of business
28 or employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

4 52. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
5 every person employing labor in California to “[k]eep a record showing the names and addresses of
6 all employees employed and the ages of all minors.”

7 53. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
8 every person employing labor in California to “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
11 piece rate paid to, employees employed at the respective plants or establishments. These records
12 shall be kept in accordance with rules established for this purpose by the commission, but in any
13 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
14 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
15 earned.”

16 54. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
17 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
18 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
19 member of the commission or employees of the division to inspect records pursuant to subdivision
20 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

21 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
22 willfully failed to keep adequate or accurate time records including wage statements and similar
23 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
24 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
25 under Labor Code section 1174.

26 56. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five

1 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

2 Violation of Labor Code § 1197.1

3 57. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
4 person acting either individually or as an officer, agent, or employee of another person, who pays
5 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
6 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
7 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
8 Section 203 as follows:

9 (1) For any initial violation that is intentionally committed, one hundred dollars
10 (\$100) for each underpaid employee for each pay period for which the
11 employee is underpaid. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to Section
13 1194.2, and any applicable penalties imposed pursuant to Section 203.

14 (2) For each subsequent violation for the same specific offense, two hundred fifty
15 dollars (\$250) for each underpaid employee for each pay period for which the
16 employee is underpaid regardless of whether the initial violation is
17 intentionally committed. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
21 Section 203, recovered pursuant to this section shall be paid to the affected
22 employee.”

23 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
24 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
25 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
26 Aggrieved Employees at the proper rates of pay, as described above.

27 59. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
2 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
3 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
4 subsequent violation.

5 Civil Penalties Under Labor Code § 2699

6 60. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
7 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
8 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
9 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
10 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
11 employees pursuant to the procedures specified in Labor Code section 2699.3.

12 61. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
13 each of them, violated the Labor Code sections described in the preceding paragraphs.

14 62. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
15 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
16 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
17 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

18 63. Moreover, Plaintiff and other Aggrieved Employees within the State of California
19 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
20 connection with their herein-described claims for civil penalties.

21 **PRAYER**

22 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
23 judgment against Defendants as follows:

24 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
25 1174.5, 1197.1, and 2699;

26 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
27 210, 226.3, 558, 1174.5, 1197.1, and 2699;

28 C. For equitable, including, without limitation, injunctive relief;

- 1 C. Pre-judgment and post-judgment interest;
2 D. For costs of suit incurred herein; and
3 E. Such other and further relief as the Court deems just and proper.

4 Dated: February 17, 2026

BIBIYAN LAW GROUP, P.C.

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BY: /s/ Sarah H. Cohen

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Sarah H. Cohen

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Attorneys for Plaintiff ANTHONY PINEDA
and on behalf of all other Aggrieved
Employees

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